

GENERAL TERMS FOR SERVICE AGREEMENT CONCERNING MAINTENANCE AND SUPPORT

1. Scope

In accordance with DIR Contract No. DIR-SDD-2237 and these General Terms and the terms of the Agreement, Teleste shall provide the Customer maintenance and support services for the Products.

The parties' signatures on the Agreement constitute acceptance of DIR Contract No. DIR-SDD-2237 as amended by the parties and all terms stated herein. All references to the Agreement shall be interpreted to include its appendices.

2. Definitions

In addition to the definitions included in the Agreement, the following terms shall have the following meanings:

"Agreement" means the service agreement together with its appendices.

"Country" means the country covered by the Agreement as defined in the Agreement.

"Customer" means the customer that orders the Services under the Agreement.

"Normal Working Hours" means the hours as defined in the Agreement in the time of the Country, excluding the national holidays of the Country.

"Products" means the system and/or the related software products and/or Teleste supplied hardware products, which all of the above listed product types are subject to a separate written statement in the Agreement that they are agreed by the Parties to be covered by the Agreement.

"Party"/ "Parties" shall mean the Teleste entity and the customer that orders the Services under the Agreement.

"Services" means the maintenance and support services agreed to be covered by the Parties under the Agreement.

"Software Update" means a new version of a software Product which may contain bug fixes and/or patches to the installed Product. It does not include any new functionality or improvements to an existing functionality.

"Software Upgrade" means a new version of a software Product with new capabilities or functionalities or improvements to an existing functionality.

"Software Release" means Software Update and/or Software Upgrade.

"Teleste" means the Teleste entity that provides the Services under the Agreement to the Customer.

3. Conditions on Services

3.1. Software Errors and Updates

The fee does not cover correction of any errors which are caused by 1) installation or use against Teleste's instructions; or 2) a product not part of the Products; or 3) error correction or alteration carried out without Teleste's consent in writing; or 4) accident, failure of electrical power, air conditioning, temperature or humidity control or other external factors or 5) other than ordinary use of the Products, neglect or misuse.

If the fault is found not to be covered by the fee, Teleste is entitled to invoice the work incurred in locating and specifying the error in accordance with Appendix C of DIR Contract No. DIR-SDD-2237.

Teleste will not provide support for the software products manufactured by a third party under the Agreement.

Unless otherwise expressly agreed in writing, Teleste does not warrant that the Product will meet the requirements or that operation of the Product will be uninterrupted or error-free.

3.2. Hardware Repairs (only applicable if the Parties have agreed with a separate written statement in the Agreement that the Services include also hardware product repairs)

Customer shall bear the costs of delivery to Teleste's service premises (DDU, Incoterms 2000) and Teleste shall bear the costs of delivery to the Customer (DDU, Incoterms 2000). Unless otherwise agreed in writing, Teleste is not obliged to carry out dismantling or re-installation of any Product.

Teleste may replace the faulty Product with another Product having the same or similar functionality. Replaced defective Products or parts shall become the property of Teleste.

The Fee does not cover repair of any defects which are caused by 1) misuse, negligence, faulty maintenance, incorrect installation or faulty repair of the Products by any person or company other than Teleste, or 2) alterations carried out without Teleste's consent in writing; or 3) accident, failure of electrical power, air conditioning, temperature or humidity control or other external factors; or 4) not following the environmental requirements of the Product; or 5) normal wear and tear.

If the fault is found not to be covered by the Fee, Teleste is entitled to invoice the work incurred in locating and specifying the defect in accordance with its then valid price list

4. Customer's General Obligations

The Customer shall appoint two (2) individuals within the Customer's organisation to serve as primary contacts to Teleste. All of the Customer's maintenance and support inquiries shall be channelled through these contacts.

The Customer shall ensure that Teleste's personnel have access to the Products and their installation, necessary documents, the Customer's staff, premises and facilities to enable Teleste to carry out its obligations under this Agreement.

In order to provide the agreed Services remotely, the Customer shall provide Teleste a necessary remote access as instructed by Teleste. Both parties shall for their part ensure that they have the necessary equipment, software and data security for remote maintenance and support

The Customer shall maintain back-up data necessary to replace data in the event of loss or damage to data from any cause.

Unless otherwise agreed, the Customer is responsible for the installation of Software Updates.

5. Teleste's General Obligations

Teleste shall ensure that the persons carrying out the Services for Teleste shall have skills appropriate to their function.

Unless otherwise agreed, Teleste provides the Services in English. Teleste supports the three most recent Software Releases for the Product or in maximum the two most recent Software Releases released by Teleste within the last twelve months, whichever is earlier. Teleste reserves the right to provide a more recent Software Upgrade instead of a Software Update at any time.

6. Product information

Information and data contained in a brochure, price list and other similar document shall bind Teleste only to the extent expressly included in or referred to in DIR Contract No. DIR-SDD-2237 and the Agreement.

7. Pricing and Terms of Payment

7.1 Taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-2237.

7.2 Payments will be made in accordance with Appendix A, Section 7C of DIR Contract No. DIR-SDD-2237.

7.3 The fee covers Services as defined in the Agreement and in accordance with Appendix C Pricing Index of DIR Contract No. DIR-SDD-2237 during a full calendar year. If this Agreement is in force only for part of a calendar year, the fee shall be reduced accordingly.

7.4 Fees will be paid in accordance to Appendix A, Section 7C of DIR Contract No. DIR-SDD-2237.

7.5 If this Agreement terminates on any other day the last day of the month, or on any other date in the middle of the any such term that has been agreed between the parties in the Agreement, Teleste shall return to the Customer that part of the fee received by Teleste that relate to a period after the termination of this Agreement provided.

8. Confidentiality

To the extent allowed under the Texas Public Information Act, the Parties shall, during the continuance of the Agreement and for a period of two (2) years thereafter, hold in confidence and not disclose to others, without the prior written permission of the other Party, all and any information of confidential nature of that other Party relating, without limitation, to that other Party's operations, plans, know-how, trade secrets, , except information: (i) which at the time of disclosure is in the public domain; or (ii) which after disclosure becomes part of the public domain by publication or otherwise through no fault of receiving Party or (iii) which can be proved to be independently developed by the receiving Party without recourse to the confidential information of the disclosing Party or iv) which is disclosed by the receiving Party pursuant to judicial order, a requirement of a governmental agency or by operation of law, provided that the receiving Party gives the disclosing Party a written notice of such requirement as soon as reasonably possible after learning of such requirement.

9. Indemnification

Indemnification will be handled in accordance to Appendix A, Section 9A of DIR Contract No. DIR-SDD-2237.

10. Force Majeure

Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-2237.

11. Limitation of Liability

Limitation of Liability will be handled in accordance to Appendix A, Section 9K of DIR Contract No. DIR-SDD-2237 as amended by the parties.

12. Term and Termination

Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2237.

13. Governing Law; Settlement of Disputes

The Agreement shall be constructed under, governed by and interpreted in accordance with the laws of Texas. Any dispute arising out of this Agreement shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-SDD-2237. Nothing herein shall be construed to waive the sovereign immunity of the state of Texas.

14. Miscellaneous

14.1 Assignments will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-2237.

14.2 If any provision of DIR Contract No. DIR-SDD-2237 or the Agreement is declared void or unenforceable, this shall not nullify the remaining provisions of the Agreement, which shall remain in full force and effect and the Parties agree to do all things and to co-operate in all ways open to them to obtain substantially the same results, or as much thereof as may be possible, including the amendment or alteration of the Agreement.

14.3 Notifications will be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-SDD-2237.

14.4 No amendments to or alterations of the Agreement shall be effective unless made in writing.

14.5 The headings used in these General Terms and in the Agreement are for convenience only and shall not affect their interpretation.

14.6 The waiver of any term, provision or condition of the Agreement shall not be considered a waiver of any other term, condition or provision thereof, nor of any subsequent breach of the same term, condition or provision.

14.7 DIR Contract No. DIR-SDD-2237 as amended by the parties and the Agreement constitutes the entire agreement between the Parties and supercedes all prior proposals and agreements relating to the subject matter therein.

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